



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION:
APPROVE THE ESTABLISHMENT OF THE MAGGIE HATHAWAY GOLF COURSE
IMPROVEMENTS PROJECT (C.P. 86856); APPROVE PROJECT BUDGET; AND
APPROVE THE LEASE AMENDMENT WITH AMERICAN GOLF CORPORATION
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

This Board letter requests that your Board approve and authorize the Director of Parks and Recreation or his designee, as agent of the County of Los Angeles, to conduct all negotiations, execute and submit all documents, including but not limited, to project grant agreement(s), amendments, and payment requests which may be necessary.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) for the reasons cited herein.
2. Approve the establishment of the capital project at Maggie Hathaway Golf Course Improvements (C.P. 86856) for an enclosed practice area and replacement of the existing irrigation system.
3. Approve the total project budget for the Maggie Hathaway Golf Course Improvements project for \$837,500.
4. Approve and instruct the Chair to sign the Amendment Number 4 to the Operating Lease Agreement Number 67042 with the existing lessee, American Golf Corporation, for the implementation and funding of the Maggie Hathaway Golf Course Practice Area and Irrigation Replacement Project.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions would authorize the implementation and funding of the proposed Practice Area and Irrigation Replacement Project at the Maggie Hathaway Golf Course by the current lessee, American Golf Corporation (AGC).

Maggie Hathaway Golf Course is located at 9637 South Western Avenue in the Athens unincorporated area of Los Angeles. The golf course is a 1,008 yard, 9-hole par 3 course, on 12 acres of property. Improvements to the park will include an Americans with Disabilities Act (ADA) compliant enclosed practice area with concrete hitting stations and benches, an ADA compliant path of travel from the parking lot to the practice area, and replacement of the existing aging irrigation.

The proposed amendment to the Operation and Maintenance Agreement between the County and AGC will allow AGC to implement the project. It is anticipated that construction of the proposed project will begin in July 2008 and be completed by late January 2009.

Green Building/Sustainable Design

Replacement of the existing, aging irrigation system will result in an increased energy efficiency and decreased water usage. The project will incorporate use of energy efficient fixtures and recycled materials to the extent feasible.

Implementation of Strategic Plan Goals

Approval of the recommended actions support the County of Los Angeles (County) Strategic Plan of Fiscal Responsibility (Goal 4) by increasing the Department of Parks and Recreation (Department) public/private partnerships, managing our resources effectively, and investing in the public infrastructure; Children and Families Well-Being (Goal 5) by improving the health, economic well-being, safety and survival, emotional and social well-being, education/workforce readiness of the children and families of the County; and Community Services (Goal 6) by improving the quality of life for residents by offering a wide range of services responsive to each community's specific needs.

FISCAL IMPACT/FINANCING

The State Urban Parks and Healthy Communities Program require a minimum of 25 percent in matching funds. The total project budgeted amount is \$837,500 and is being funded through the State Urban Parks and Healthy Communities Grant Program in the

amount of \$587,500, First Tee of America in the amount of \$48,000, and Second Supervisorial District Discretionary Funds in the amount of \$202,000.

The Project Schedule and Budget Summary are included in Attachment A.

Sufficient funds are appropriated in the Fiscal Year 2007–2008 and 2008–2009 budgets. The Capital Improvement Project (CIP) trust account may be utilized beyond the \$837,500 already provided for the project, up to a maximum amount of \$150,000 to fund cost overruns and change orders. Should cost overruns and change orders exceed a combined total of \$150,000, the lessee shall be solely responsible, up to a maximum of \$100,000, for any cost overruns and change orders exceeding the \$150,000 to be funded by the CIP trust fund.

Upon your Board's approval of the Amendment, project costs incurred by AGC will be reimbursed from the County's capital project budget upon confirmation by the County that work has been satisfactorily completed and all required expenditure documentation has been received by the Department.

The total project cost includes 1 percent of design and construction costs to be allocated to the Civic Art Special Fund per your Board's Civic Art Policy adopted December 7, 2004.

Operating Budget Impact

The Department does not anticipate any one-time and/or ongoing costs resulting from the recommended actions. All funding, as identified above, is outside of the Department's operating budget. Additionally, under the existing management lease, the lessee, AGC, has full responsibility for the operation and maintenance of the Maggie Hathaway Golf Course and, therefore, the Department does not anticipate any operational expense or decrease in revenues to the Department as a result of the operation and maintenance of this existing CIP (C.P. 86856).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 3, 2004, your Board adopted a Resolution authorizing the Department to submit an application for grant funds from the State Urban Parks and Healthy Communities Program under the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 in the amount of \$1,000,000 for a project which included a new maintenance facility as well as a new practice area and irrigation system. The Resolution also authorized the Director of Parks and Recreation (Director)

to accept the grant funds, and indicated that the Director would return to the Board to establish a budget for any grant awarded.

On January 18, 2005, your Board adopted a revised Resolution to include certification that the proposed project conformed to the County general plan.

On January 30, 2006, the Department was awarded grant funding and received a Grant Contract from the State Urban Parks and Healthy Communities Program to construct a new golf practice area and replace the existing irrigation system in the amount of \$587,500. The construction of a new maintenance facility was not approved and the proposed project has been re-scoped to eliminate the maintenance facility. Thus, the amount of the grant awarded was reduced from the \$1,000,000 requested to \$587,500.

The project performance period is from July 1, 2004 through March 31, 2012. Under the terms and conditions of the contract, the Department (Grantee) agrees to complete the project as described in the project description. The State of California, acting through its Director of Parks and Recreation, will fund the project up to the total State Grant amount indicated, pursuant to the State Urban Parks and Healthy Communities Program.

County Counsel has approved the amendment as to form.

ENVIRONMENTAL DOCUMENTATION

At the time of grant submission on November 3, 2004, your Board determined that the project was categorically exempt from CEQA. This determination is still applicable after re-scoping of the project to eliminate the maintenance facility. The original Notice of Exemption was filed with the County Clerk on October 28, 2004, the 30-day filing period concluded November 29, 2004.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed project will have minimal, if any, impact on current services as a result of these actions. The project will be accomplished so as to minimize the impact on public use of the affected facility.

The Honorable Board of Supervisors
June 17, 2008
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CONCLUSION

Please instruct the Executive Office-Clerk of the Board to forward one conformed copy of this letter including attachments to: Mr. Gus Robinson, General Manager, Maggie Hathaway Golf Course, 9637 South Western Avenue, Los Angeles, California 90047; one conformed copy to my office; and three conformed copies to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RG:DL
JSE:DJT:CY:zu

Attachments

c: Auditor-Controller
Civic Arts Commission
County Counsel
Department of Parks and Recreation

ATTACHMENT A

**DEPARTMENT OF PARKS AND RECREATION:
APPROVE THE ESTABLISHMENT OF THE MAGGIE HATHAWAY GOLF COURSE
IMPROVEMENTS PROJECT (C.P. 86856); APPROVE PROJECT BUDGET; AND
APPROVE THE LEASE AMENDMENT WITH AMERICAN GOLF CORPORATION
(SECOND DISTRICT) (3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date	Revised Completion Date
Project Program	01/14/09	01/14/09
Design	12/01/06*	12/01/06*
Jurisdictional Approvals	07/13/07*	07/13/07*
Bid and Award	11/21/07*	11/21/07*
Construction Substantial Completion	11/14/08	10/06/08
Begin Operations	01/15/09	01/15/09
Project Closeout Acceptance	01/14/09	01/14/09

* Indicates completed activity

II. PROJECT BUDGET SUMMARY

Budget Category	Project Budget	Impact of This Action	Revised Project Budget
Fixed Assets -Land	N/A	N/A	N/A
Buildings & Improvements			
Low Bid Construction Contract	\$ 786,240	\$ 0	\$ 837,500
JOC Contract	\$ 0	\$ 0	\$ 0
Change Orders	\$ 250,000	\$ 0	\$ 0
Departmental Crafts	\$ 0	\$ 0	\$ 0
Youth Employment	\$ 0	\$ 0	\$ 0
ISD Labor	\$ 0	\$ 0	\$ 0
Construction Consultants	\$ 0	\$ 0	\$ 0
Misc. Expense	\$ 0	\$ 0	\$ 0
Telecomm Equip - Affixed to Building	\$ 0	\$ 0	\$ 0
Civic Arts	\$ 7,862	\$ 0	\$ 0
Subtotal	\$ 1,044,102		\$ 837,500
Building & Improvements - Development	\$ 0	\$ 0	\$ 0
Plans & Specifications	\$ 0	\$ 0	\$ 0
Consultant Services			
Site Planning	\$ 13,700	\$ 0	\$ 0
Hazardous Materials	\$ 0	\$ 0	\$ 0
Geotech/Soils Test	\$ 0	\$ 0	\$ 0
Material Testing	\$ 0	\$ 0	\$ 0
Cost Estimating	\$ 1,500	\$ 0	\$ 0
Topographic Surveys	\$ 0	\$ 0	\$ 0
Construction Management	\$ 11,125	\$ 0	\$ 0
Construction Administration	\$ 11,125	\$ 0	\$ 0
Environmental	\$ 0	\$ 0	\$ 0
Move Management	\$ 0	\$ 0	\$ 0
Equipment Planning	\$ 0	\$ 0	\$ 0
Legal	\$ 0	\$ 0	\$ 0
Contract/Change Order	\$ 0	\$ 0	\$ 0
Other (Photography and Printing)	\$ 2,500	\$ 0	\$ 0
Soil Report	\$ 0	\$ 0	\$ 0
Soil Testing	\$ 0	\$ 0	\$ 0
Subtotal	\$ 39,950	\$ 0	\$ 0

Budget Category	Project Budget	Impact of This Action	Revised Project Budget
Miscellaneous Expenditures			\$ 0
Jurisdictional Review/Plan Check/Permit	\$ 3,600.00	\$ 0	
County Services			
Code Compliance Inspection	\$ 0	\$ 0	\$ 0
Quality Control Inspection	\$ 0	\$ 0	\$ 0
Design Review	\$ 0	\$ 0	\$ 0
Contract Administration	\$ 0	\$ 0	\$ 0
Project Management	\$ 0	\$ 0	\$ 0
Project Management Support Services	\$ 0	\$ 0	\$ 0
ISD Job Order Contract Management	\$ 0	\$ 0	\$ 0
DPW JOC Management	\$ 0	\$ 0	\$ 0
ISD ITS Communications	\$ 0	\$ 0	\$ 0
Project Security	\$ 0	\$ 0	\$ 0
Project Technical Support	\$ 0	\$ 0	\$ 0
Office of Affirmative Action	\$ 0	\$ 0	\$ 0
County Counsel	\$ 0	\$ 0	\$ 0
Other	\$ 0	\$ 0	\$ 0
Sheriff Job Order Contract Management	\$ 0	\$ 0	\$ 0
Design Services	\$ 0	\$ 0	\$ 0
Subtotal	\$ 3,600.00	\$ 0	\$ 0
Total	\$ 1,087,652	\$ 0	\$ 837,500

**AMENDMENT NUMBER 4 TO LEASE AGREEMENT NUMBER 67042
FOR THE OPERATION AND MAINTENANCE OF
CHESTER WASHINGTON COUNTY GOLF COURSE**

THIS AMENDMENT TO LEASE Agreement Number 67042 made and entered into this
17th day of JUNE, 2008,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter
referred to as "**County**,"

AND

AMERICAN GOLF CORPORATION, a
California corporation, hereinafter
referred to as "**Lessee**."

WITNESSETH:

WHEREAS, the parties hereto have entered into County Lease Agreement
No. 67042, as amended, hereinafter referred to as "Lease," on September 14, 1993, for
the operation and maintenance of Chester Washington County Golf Course; and

WHEREAS, the County has committed to the development of a golf practice
facility (Maggie Hathaway County Golf Course) and improvements to facility as
described "Hereto" in Exhibit A, dedicated to providing today's youth with an
opportunity to experience, at less than market rates, the game of golf; and

WHEREAS, the above mentioned rate shall be established and be equal to or
less than the fees charged to the youth served by The First Tee of Los Angeles the
game of golf at the Chester Washington Golf Course; and

WHEREAS, the County of Los Angeles (County) has allocated certain capital
projects funding to provide for the installation of a new practice facility, hereinafter
referred to as "Project," at the Maggie Hathaway Golf Course; and

WHEREAS, Section 7 of the Lease, entitled Required Capital Improvement
Program, does adequately provide for implementation by the Lessee of construction of
the projects on the demised premises utilizing monies deposited by the Lessee in the
golf course Capital Improvement Project (CIP) Trust Fund, but does not address
financing from the County's capital project's budget for the Project; and

67042

Supplement No. 4

WHEREAS, the Lessee has prepared and the Director of Parks and Recreation (Director) or his authorized designee concurs with the Project's scope of work as set forth in the attached Exhibit A, which by this reference is incorporated herein, and the Lessee has put the Project out to bid and selected the lowest bidder; and

WHEREAS, the County and the Lessee desire to amend the Lease to address the requirements involved by financing the Project from the County's capital projects budget.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

1. PRIORITY OF AMENDMENTS

In the event of any conflict or inconsistency in the definition or interpretation of Amendment No. 4, such conflict or inconsistency shall be resolved by giving precedence to Amendment No. 4 and then to its Amendments and the Lease in descending numerical order.

2. LESSEE'S REQUIRED SERVICES

2.1 Lessee shall provide all necessary services for the completion of the Project as set forth in Exhibit A, including but not limited to construction management as follows:

- 2.1.1 Acquire permits and approvals from all governmental and/or regulatory agencies having regulatory function under the law with respect to the design development, construction, or operation of structures or improvements described in the project scope of work as set forth in the attached Exhibit A;
- 2.1.2 Perform financing, bookkeeping, and record retention services for all expenses related to the Project;
- 2.1.3 Provide for the orderly and safe segregation of the construction area from the golf course for construction purposes, including obtaining the Director's concurrence thereto, and posting the site with construction notice.

- 2.2 Change Orders: Any proposed change order(s) shall require the prior approval of the Director.
- 2.3 As-Built Drawings: Upon completion of the Project, Lessee shall furnish the Director with a complete set of as-built Construction Drawings on Mylar or its equivalent acceptable to the Director, and in electronic form as specified by the Director.
- 2.4 County Inspectors: Lessee agrees that County may have on the site at any time during the construction period an inspector who shall have the right of access to the premises and the construction work. Lessee, at the commencement of the construction work, shall notify the Director in writing of the identity, place of business, and telephone number of Lessee's on-the-job representative. Said representative shall be Lessee's primary contact for the inspector.
- 2.5 Quality of Work Performed: Lessee shall utilize the services of a Contractor, licensed by the State of California, for the construction and installation of the Project. Lessee shall ensure that Contractor constructs, performs, completes and maintains all construction and installations covered by this Amendment utilizing best management practices and quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and complete the same, and shall maintain construction equipment in good operating condition and repair at all times. Lessee shall cause Contractor to timely commence construction of the works of improvement set out in Exhibit A, and shall cause Contractor to diligently prosecute and complete same.
- 2.6 Force Majeure/Time Extensions: In the event either party hereto shall be delayed or prevented from performance of any act required hereunder by reason of acts of God, litigation to which Lessee is not a plaintiff, or other cause without fault and beyond control of the party obligated, performance of such act shall be excused for the period of time of the delay, including that amount of time, as reasonably determined by the Director, required to alleviate the effects of such delay on the remainder

of the Project schedule. An extension of time for any such cause shall only be for a period of time equivalent to the enforced delay. Director shall prepare and execute, and Lessee shall execute, the appropriate document acknowledging any extension of time granted pursuant to this section.

- 2.7 Completion Date: Lessee shall complete the Project within eight (8) months following the Effective Date of this Amendment subject to the provisions of subsection 2.6 above. The improvements shall be deemed to be complete upon acceptance of works of improvements by the Director, and, if applicable, the County's Public Works Department.

3. FUNDING ARRANGEMENTS FOR THE USE OF COUNTY'S CAPITAL PROJECTS FUNDING

- 3.1 The County agrees to provide for funding of the Project, currently estimated to be Eight Hundred Thirty-Seven Thousand Five Hundred Dollars (\$837,500). The identified source of County funds, in an amount not to exceed Eight Hundred Thirty-Seven Thousand Five Hundred Dollars (\$837,500), is from State Urban Parks and Healthy Communities Grant Program appropriated in the County's capital project budget in the amount of Five Hundred Eighty-Seven Thousand Five Hundred Dollars (\$587,500). The remainder of project funding consists of Forty-Eight Thousand Dollars (\$48,000) from the First Tee of America and Two Hundred and Two Thousand Dollars (\$202,000) from Second District Discretionary Funds and then the Chester Washington Golf Course Capital Improvement Program (CIP) trust account. The CIP trust account may be utilized beyond the Eight Hundred Thirty-Seven Thousand Five Hundred Dollars (\$837,500) already provided for the Project, up to a maximum amount of One Hundred and Fifty Thousand Dollars (\$150,000) to fund cost overruns and change orders. Should cost overruns and change orders exceed a combined total of One Hundred and Fifty Thousand Dollars (\$150,000), the Lessee shall be solely responsible, up to a maximum of One Hundred Thousand Dollars (\$100,000), for any cost

overruns and change orders exceeding the One Hundred and Fifty Thousand Dollars (\$150,000) to be funded by the CIP trust fund.

- 3.2 County agrees to provide for reimbursement of the Lessee's actual costs for the Project, up to the amounts provided in Section 3.01 above. Based upon requirements set forth by the County, the arrangement to control and account for said expenditures attributable to the Project are described herein.
- 3.3 Lessee and the County agree that the Project funds will be spent in accordance with the following spending priority spending procedure: (1) State Urban Parks and Healthy Communities Grant Program, (2) the First Tee of America, (3) Second District Discretionary Funds, (4) the County as provided in Section 3.1 above, and (4) Lessee's funds as provided in Section 3.1 above
- 3.4 Any change or modification in the scope of the Project shall be approved in writing in advance by the Director.
- 3.5 Parties to the construction agreement will be the Lessee, and its selected construction Contractor. The Lessee will make its payments to the construction Contractor and once payment is confirmed, whether by check or electronic transfer, the Lessee will invoice the County for the amounts expended for reimbursement.
- 3.6 The initial or "mobilization" payment to the construction Contractor will be paid by Lessee. The County shall reimburse said amount within 30 days of its receipt of confirmation that the Contractor has been paid by Lessee.
- 3.7 Subsequent construction payments will be made by Lessee to Contractor, and the County shall reimburse such costs within 30 days of its receipt of invoices containing the cost breakdown of work completed, and verification of payments made to Contractor and/or sub-contractor for eligible costs consistent with this Amendment and State Proposition 40 reimbursement guidelines. Supporting documentation for payments made by the Lessee must be submitted with the appropriate invoices.

- 3.8 At any time, the Lessee's accounts, ledgers, bank statements, and support documents of record for the Project shall be subject to audit by the County for up to three (3) years after the final payment request is received. All documents must be retained one additional year after an audit.

4. FEES AND CHARGES

- 4.1 The County and the Lessee agree that the development of the golf practice facility (Maggie Hathaway County Golf Course) and improvements to facility are dedicated to providing today's youth with an opportunity to experience, at less than market rates, the game of golf; the above mentioned rate shall be established and be equal to or less than the fees charged to the youth served by The First Tee of Los Angeles the game of golf at the Chester Washington Golf Course; and

5. ENTIRE AGREEMENT

- 5.1 Due to the addition of new lease provisions, the section in the Lease Agreement entitled Entire Agreement is renumbered as Section 49.

6. RATIFICATION

- 6.1 All other terms, conditions, covenants and promises of the Lease not affected by the provisions of the Amendment shall remain in full force and effect and are hereby reaffirmed.

7. EFFECTIVE DATE

- 7.1 The effective date of the Amendment shall be the day and year first above written.

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IN WITNESS WHEREOF, the Lessee has executed this Amendment No. 4 to Lease Agreement No. 67042 and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the month, the day, and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
Yvonne B. Burke
Chair, Board of Supervisors

67042

Supplement No. 1

LESSEE
AMERICAN GOLF CORPORATION

By *Keith Brown*
Keith Brown, Chief of Operations, West

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
Of the Board of Supervisors
For the County of Los Angeles



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Ronda Rhana*
Deputy

By *Ronda Rhana*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By *Christina A. Salseda*
Christina A. Salseda, Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
FILES

40

JUN 17 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

CHESTER L. WASHINGTON/MAGGIE HATHAWAY GOLF COURSES GOLF TRAINING CENTER

The Lessee shall be responsible for completing the Chester L. Washington/Maggie Hathaway Golf Courses Golf Training Center as follows:

1. Provide professional/construction services for the installation of the Chester L. Washington/Maggie Hathaway Golf Courses Golf Training Center.

SCOPE OF WORK

- a. Construction and installation of an enclosed practice area.
 - b. Construction and installation of an Americans with Disabilities Act (ADA) compliant enclosed path of travel from the parking lot to the hitting stations.
 - c. Construction and installation of concrete pad for hitting stations.
 - d. Construction and installation of an irrigation system, including but not limited to, the following key components: main lines, laterals, valves and heads, and free standing water controllers protected by steel bollards and backflow prevention device.
 - e. Demolition and removal of current golf course concrete tee box pads.
 - f. Construction and installation of new golf course concrete tee box pads.
 - g. Relocation of the existing service yard including installation of new material bins, storage bins, paving, and fencing.
 - h. Removal of all existing light standards on the golf course.
2. The Lessee is required to meet the following County guidelines:
 - a. This is a **State** Prevailing Wage Project. The contractor is to obtain a current wage determination booklet and guideline to determine the hourly wages for those bidding this project, as well as the required record keeping responsibilities.
 - b. Lessee shall furnish, or require its contractor to furnish a Performance Bond and Payment Bond each with a value of 100% of construction cost.
 - c. Liability insurance shall be furnished and paid for by the contractor in the amount required by Lease Agreement Number 67042.
 - d. Lessee shall insure that all contractor(s) provide proof of appropriate licensing from the State of California including requirements of bonding and Workers Compensation Insurance.